## Capitol Hill Properties RFP

## Appendix A

## Affordability Spreadsheet

### Calculating Affordability

This spreadsheet is provided to help calculate the affordability. Please make adjustments to the spreadsheet as appropriate. Highlighted Fields may be changed to reflect Offeror's assumptions for the sale of units.

Monthly Payment Analysis			Rate	Payment / Cost
Purchase Price				\$146,500
Buyer Down Payment			3.00%	\$4,395
Other Closing Cost/ Purchase Assistance Grants				\$ -
Closing Cost Calculated at			4.00%	\$5,860
Amount of Mortgage Loan:				\$145,035
Principal and Interest Payment on Mortgage:			6.50%	\$917
FHA Mortgage Insurance Premium:			0.00%	\$ -
Homeowners Hazard Insurance:			0.65%	\$79.35
Condominium Fee:				\$ -
Property Taxes and Homestead Exemption:			0.96%	\$93.20
Monthly Payment:				\$1,089
Affordability Analysis				
Yearly Payment	Yearly income	Median income	Affordability	% Income
\$13,071	\$39,610	\$66,150	59.9%	33%

### Capitol Hill Properties RFP

## Appendix B

Sample Certified Business Enterprise Utilization Agreement

## CERTIFIED BUSINESS ENTERPRISE UTILIZATION AND PARTICIPATION AGREEMENT

THIS CERTIFIED BUSINESS ENTERPRISE	UTILIZATION AND
PARTICIPATION AGREEMENT (this "Agreement")	is made by and between the
DISTRICT OF COLUMBIA DEPARTMENT OF SM	ALL AND LOCAL BUSINESS
<b>DEVELOPMENT</b> , (the "DSLBD") and	_, a District of Columbia limited
liability company, or its designees, successors or assigns (	(the "Developer").

#### RECITALS

A. Pursuant to a Land Disposition and Development Agreement dated as	s of
between the Developer and the DISTRICT OF COLUMBIA, I	Developer
intends to provide for the phased development of a	(the
"Project").	

- B. Pursuant to the Development Agreement, the Developer covenants that it has executed and will comply in all respects with this Certified Business Enterprise Utilization and Participation Agreement.
- C. Capitalized terms not defined herein shall have the meaning assigned to them in the Development Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which is hereby acknowledged by both parties hereto, DSLBD and the Developer agree, as follows:

#### ARTICLE I UTILIZATION OF CERTIFIED BUSINESS ENTERPRISES

Section 1.1 CBE Utilization. Developer, on its behalf and/or on behalf of its successors and assigns (if any), shall hire and contract with Certified Business Enterprises certified pursuant to the Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended (the "Act") (D.C. Law 16-33; D.C. Official Code § 2-218.01 et seq.) (each a "CBE") in connection with the predevelopment and development phases of the Project, including, but not limited to, professional and technical services, construction management, and construction trade work, and suppliers. Developer shall expend funds contracting and procuring goods and services from CBEs in an amount equivalent to no less than thirty-five percent (35%) of the Adjusted Development Budget (the "CBE Minimum Expenditure"). As detailed in Attachment 1 hereto, the Adjusted Development Budget is \$\_\_\_\_\_\_\_. The CBE Minimum Expenditure is therefore \$

**Section 1.2 Capacity Building Incentives**. Developer acknowledges that a priority of the District of Columbia is to assist local businesses in developing greater capacity, technical capabilities and valuable experience, especially in areas of development and construction related services. To that end, the parties agree that Developer will have the right to earn and receive certain incentives for engaging in activities that are likely to create opportunities for CBEs

generally, and to facilitate capacity building for Disadvantaged Business Enterprises as defined in the Act ("DBEs") in particular. Such incentives when earned by Developer will be applied by DSLBD to reduce Developer's CBE utilization requirements set forth in Section 1.1 of this Agreement.

- (a) The parties shall mutually devise a list of professional services, trade specialties or other vocational areas in which CBEs either lack capacity, lack depth or in which such firms traditionally do not participate as prime contractors in construction projects of this nature and size (e.g., construction management; electrical contracting; mechanical contracting; structural steel erection; and specialty roofing) (each, a "Target Sector"), and such list shall be attached hereto as Attachment 2 and made a part of this Agreement.
  - (1) For every dollar expended with a CBE that is not a DBE for services that fall within a Target Sector, Developer shall receive credit for \$1.50 against the CBE Minimum Expenditure. For example, a \$200,000 contract award paid to a CBE Construction Management firm would be counted as \$300,000 by DSLBD when measuring Developer's performance against the CBE Minimum Expenditure. In addition, for every dollar expended with a DBE for services that fall within a Target Sector Developer shall receive credit for \$2.00 against the CBE Minimum Expenditure (collectively, the "Reporting Bonus").
  - (2) In order to encourage utilization of DBEs, for every dollar expended with a DBE for services *not* included in a Target Sector, Developer shall receive a credit for \$1.25 against the CBE Minimum Expenditure.
- (b) Every contract, purchase or task order (as applicable) issued by Developer to CBE firms, either directly or indirectly, which Developer believes should qualify for the Reporting Bonus shall be subject to review and approval by the Director of DSLBD (the "Director") to ensure that the scope of work is properly characterized within a Target Sector. The Reporting Bonus will not be credited to Developer unless the Director approves the specific contract or procurement, provided, however, that a negative determination will not preclude Developer from receiving credit (either 1:1 or 1.25:1, as applicable) for the expenditure. If the Director does not complete his/her review within 10 business days of receipt of the relevant information, the Reporting Bonus will be deemed approved.
- (c) The parties may mutually agree in writing to additional incentives that may be earned by Developer for instituting additional capacity building initiatives for CBEs (e.g., pay without delay programs; establishment of strategic partnerships or mentor-protégé initiatives). In particular, Developer is encouraged to work with its general contractors and/or construction managers to develop more flexible criteria for pre-qualifying CBEs for participation on the mixed-use projects. The modified pre-qualification criteria should consider the size and economic wherewithal usually present in small contractors as well as insurance and bonding requirements. Developer is also highly encouraged to establish CBE set-asides for certain procurements that will restrict bidders to those bid packages.

## ARTICLE II CBE OUTREACH AND RECRUITEMENT EFFORTS

Section 2.1 Identification of CBEs and Outreach Efforts. Developer shall utilize the resources of DSLBD, including the CBE Business Center found on DSLBD's website (http://dslbd.dc.gov). In particular, Developer shall publish all contracting opportunities for this Project within the CBE Business Center's Business Opportunities area. Developer shall use the CBE Company Directory as the primary source for identifying CBEs. The primary contact regarding CBE referrals shall be the Director or such other DSLBD representative as the Director may designate. Developer may use other resources to identify individuals or businesses that could qualify as CBEs and is encouraged to refer any such firms to DSLBD's Certification unit for certification. Throughout the duration of the Project, Developer or its general contractor/construction manager shall (as set forth in Section 4.1) periodically publish notices in any of the following newspapers primarily serving the District of Columbia: The Current Newspapers, The Washington Informer, the Washington Afro-American, Common Denominator, Washington Blade, Asian Fortune and El Tiempo Latino (or if any of them should cease to exist, their successor, and if there is no successor, in another newspaper of general circulation) to inform CBEs, and entities which could qualify as CBEs, about the business opportunities. In the event that Developer develops a website for the Project, such website shall (i) advertise upcoming bid packages, (ii) present instructions on how to bid, and (iii) directly link to DLSBD's website.

## ARTICLE III INFORMATION SUBMISSIONS AND REPORTING

Section 3.1 CBE Utilization Plans. Developer shall require its general contractor to submit a CBE utilization plan to DSLBD for approval no less than thirty (30) days following the date of this Agreement, which plans shall be automatically incorporated and made a part of this Agreement as Attachment 3 following approval by DSLBD (each, a "Utilization Plan"). Each Utilization Plan shall list all of the projected procurement items, quantities and estimated costs, bid opening and closing dates, and start-up and completion dates. This plan should indicate whether any items will be bid without restriction in the open market, or limited to CBEs. Developer may not deviate materially from the steps and actions set forth in each Utilization Plan without first obtaining the written consent of the Director. For ease of monitoring, Developer agrees to work with DSLBD to implement procedures for its general contractor to submit Utilization Plans electronically through the DSLBD compliance administration database, as applicable.

**Section 3.2 Quarterly Reports**. Throughout the duration of the construction of the Project, Developer will submit quarterly contracting and subcontracting expenditure reports for the Project which identify:

(i) those contracts where the party providing services, goods or materials was a CBE, including the name of the company and the amount of the contract;

- (ii) the nature of the contract;
- (iii) the amount actually paid by Developer to the CBE under such contract that month and to date;
- (iv) the certification categories for each vendor/contractor;
- (v) the work performed by vendors/contractors in Target Sector(s) and relevant multipliers; and
- (vi) the percentage of overall development expenditures which were to CBEs.

These reports shall be submitted no later than thirty days (30) after the end of each quarter. The reports shall be submitted on a form provided by DSLBD (a prototype of this form is included as Attachment 4). However, DSLBD reserves the right to reasonably amend this form, after consultation with the Developer. This report shall also describe the Developer's outreach efforts (if any) during the reporting period, to identify CBEs and/or encourage them to bid on or otherwise apply to provide labor, services, goods, and materials for use in the construction or operation of the development project. Companies that may be eligible for certification, but are not yet certified, or whose certification is pending with DSLBD shall not be included in these reports unless and until the company is certified. Further, only amounts expended after a company is certified shall be counted towards the CBE Minimum Expenditure. Concurrently with submission of the quarterly reports, Developer shall also submit vendor verification forms (each, a "Vendor Verification Form") substantially in the form of Attachment 5.

## ARTICLE IV GENERAL CONTRACTORS AND CONSTRUCTION MANAGERS

Section 4.1 Adherence to CBE Minimum Expenditure. Developer shall require in its contractual agreements with the general contractor and/or construction manager for the development project, as applicable, (the "General Contractor"), that the General Contractor comply with the relevant obligations and responsibilities of Developer contained in this Agreement with respect to achieving the applicable CBE Minimum Expenditure. Developer further agrees to inform the General Contractor and subcontractors of the other obligations and requirements applicable to Developer under this Agreement. Developer shall inform the General Contractor that non-compliance with this Agreement may negatively impact future opportunities with the District for the Developer and the General Contractor respectively. Specifically, Developer will obtain the following commitments from its General Contractor ("GC"):

(i) The GC will publish a public notice in a newspaper whose primary circulation is in the District of Columbia (e.g. Afro American, Washington Informer, El Tiempo Latino, Asian Fortune, The Current Newspapers, etc.), for the purpose of soliciting bids for products or services being sought for construction and renovation projects and will allow a reasonable time (e.g., no less than 30 business days) for all bidders to respond to the invitations or requests for bids.

- (ii) The GC will contact DSLDB to obtain a current listing of all CBEs qualified to bid on procurements as they arise and will make full use of the CBE Business Center found at <a href="http://dslbd.dc.gov">http://dslbd.dc.gov</a> for listing opportunities and for subcontracting compliance monitoring.
- (iii) In order to achieve the applicable CBE Minimum Expenditure for the mixed-use project, Developer shall require in its contractual agreements with the GC, that the GC provide a CBE bidder that is not the low bidder an opportunity to provide its final best offer before contract award, provided the CBE bid price is among the top 3 bidders.
- (iv) The GC will not require that CBEs provide bonding on contracts with a dollar value less than \$100,000, provided that in lieu of bonding the GC may accept a job specific certificate of insurance.
- (v) The GC will include in all contracts and subcontracts to CBEs, a process for alternative dispute resolution. This process shall afford an opportunity for CBEs to submit documentation of work performed and invoices by regarding requests for payments. Included in the contract shall be a mutually agreed upon provision for mediation (to be conducted by DSLBD) or arbitration in accordance with the rules of the American Arbitration Association.
- (vi) The GC and subcontractors shall strictly adhere to their contractual obligations to pay all subcontractors in accordance with the contractually agreed upon schedule for payments. In the event that there is a delay in payment to the general contractor, the GC is to immediately notify the subcontractor and advise as to the date on which payment can be expected.
- (vii) The GC commits to pay all CBEs, within fifteen (15) days following the GC's receipt of a payment which includes funds for such subcontractors, from the Developer. Developer also agrees to establish a procedure for giving notice to the subcontractors of the Developer's payment to the GC.

# ARTICLE V EQUITY AND DEVELOPMENT PARTICIPATION

[TO BE DETERMINED]

#### ARTICLE VI CONTINGENT CONTRIBUTIONS

Section 6.1 Contingent Contributions for Failure to Meet CBE Minimum Expenditure. At the conclusion of the Project, DSLBD shall measure the percentage difference between the CBE Minimum Expenditure and Developer's actual expenditures. If Developer's actual expenditures are less than the CBE Minimum Expenditure, DSLBD shall identify the percentage difference

(the "Shortfall"). If Developer fails to meet its CBE Minimum Expenditure within 60 days of the conclusion of the Project, which shall be determined by issuance of certificate(s) of occupancy for the Project, Developer shall make the following payments (each, a "Contingent Contribution"), which shall be paid to the District of Columbia in the time and in a manner to be determined by DSLBD. The Contingent Contributions shall be based on twenty-five percent (25%) of the CBE Minimum Expenditure (the "Contribution Fund"). The Contribution Fund is therefore \$

- (i) If the Shortfall is more than 50% of the CBE Minimum Expenditure, Developer shall make a Contingent Contribution of one hundred percent (100%) of the Contribution Fund. For example, if at the conclusion of the Project, the Shortfall is 60%, Developer shall make a Contingent Contribution of \$\_\_\_\_\_\_.
- (ii) If the Shortfall is between 10% and 50% of the CBE Minimum Expenditure, Developer shall make a Contingent Contribution that is the percentage of the Contribution Fund that is equal to the Shortfall. For example, if the Shortfall is 20%, the Developer shall make a Contingent Contribution of 20% of the Contribution Fund, *i.e.*, \$\_\_\_\_\_\_\_.
- (iii) If the Shortfall is less than 10% of the CBE Minimum Expenditure, and Developer has taken all actions reasonably necessary (as reasonably determined by DSLBD based on Developer's reports and other verifiable evidence) to achieve the CBE Minimum Expenditure, the Developer shall not be required to make a Contingent Contribution. The Developer may meet its burden to demonstrate it has taken all actions reasonably necessary to achieve its CBE Minimum Expenditure by (1) fulfilling all CBE outreach and recruitment efforts identified in Article II of this Agreement; (2) complying with Article IV of this Agreement; (3) providing evidence of the General Contractors' compliance with the commitments set forth in Article IV of this Agreement, and (4) by taking the following actions, among other things<sup>1</sup>:
  - a. In connection with the preparation of future bid packages, if any, develop a list of media outlets that target CBEs and *potential* CBEs hereafter referred to as "Target Audience" based on D.C. certification criteria;
  - b. During the initial construction of the Project, place advertisements in media outlets that address the Target Audience on a regular basis (i.e., each time a new bid package is sent out) and advertise the programmatic activities established pursuant to the Agreement on an as needed basis;
  - c. Fax and/or email new procurement opportunity alerts to targeted CBEs according to trade category;

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<sup>&</sup>lt;sup>1</sup> See Attachment 6 for a list of suggested outreach activities.

- d. In connection with the preparation of future bid packages, if any, develop a list of academic institutions, business and community organizations that represent the Target Audience so that they may provide updated information on available opportunities to their constituents;
- e. Make presentations and conduct pre-bid conferences advising of contracting opportunities for the Target Audience either one-on-one or through targeted business organizations;
- f. Provide up to ten (10) sets of free plans and specifications for business organizations representing Target Audiences upon request;
- g. Commit to promoting opportunities for joint ventures between non-CBE and CBE firms to further grow CBEs and increase contract participation.
- (iv) If the Shortfall is less than 10% of the CBE Minimum Expenditure, but Developer has *not* taken all actions reasonably necessary (as reasonably determined by DSLBD based on Developer's reports and other verifiable evidence) to achieve the CBE Minimum Expenditure, Developer shall make a Contingent Contribution that is the percentage of the Contribution Fund that is equal to the Shortfall. For example, if the Shortfall is 5%, the Developer shall make a Contingent Contribution of 5% of the Contribution Fund, *i.e.*, \$

#### Section 6.2 Failure to Meet Equity and Development Participation Requirements.

#### [TO BE DETERMINED]

**Section 6.3 Other Remedies.** Failure to make any required Contingent Contribution in the time and manner specified by DSLBD shall be a material breach of this Agreement. In the event that the Developer breaches any of its obligations under this Agreement, in addition to the remedies stated herein, DSLBD does not waive its right to seek any other remedy against the Developer, the general contractor of the Project and any manager of the Project that might otherwise be available at law or in equity, including specific performance.

**Section 6.4 Waiver of Contingent Contributions**. Any Contingent Contribution required under this Section may be rescinded or modified by the Director upon consideration of the totality of the circumstances affecting such noncompliance.

#### ARTICLE VII MISCELLANEOUS

**Section 7.1 Primary Contact.** The Director, or his or her designee, shall be the primary point of contact for Developer for the purposes of collecting or providing information, or carrying out any of the activities under this Agreement. The Director and a representative of the Developer

with contracting and/or hiring authority shall meet regularly.

Section 7.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To DSLBD:	Department of Small and Local Business Development 441 4 <sup>th</sup> Street, N.W., Suite 970 North Washington, DC 20001
	Attention: Director
	Tel: (202) 727-3900
	Fax: (202) 724-3786
and	Office of the Deputy Mayor for Planning and Economic
	Development Government of the District of Columbia
	John A. Wilson Building
	1350 Pennsylvania Avenue, NW, Suite 317 Washington, DC 20004
	Attention: Deputy Mayor for Planning and Economic Development
	Tel: (202) 727-6365
	Fax: (202) 727-6703
	rax. (202) 121-0105
With a copy to:	Office of the Attorney General
	John A. Wilson Building
	1350 Pennsylvania Avenue, NW, Suite 407
	Washington, DC 20004
	Attention: Attorney General
	Tel: (202) 724-3400
	Fax: (202) 347-8922
To Developer:	
10 Developer.	
	Washington, D.C.
	Attention:
	Tel:
	Fax
	rax

Each party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

Section 7.3 Severability. If any part of this Agreement is held to be illegal or unenforceable by

a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 7.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of any permitted successors and assigns of the parties hereto. This Agreement shall not be assigned by the Developer without the prior written consent of the DSLBD, which consent shall not be unreasonably withheld or delayed. In connection with any such consent of DSLBD, DSLBD may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Developer hereunder or upon any other reasonable factor which DSLBD deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and obligations assigned and shall not be effective until approved by the DSLBD. DSLBD shall have no right to assign this Agreement except to another District agency.

**Section 7.5 Amendment; Waiver.** This Agreement may be amended from time to time by written supplement hereto and executed by DSLBD and Developer. Any obligations hereunder may not be waived, except by written instrument signed by the party to be bound by such waiver. No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit (unless the time specified herein for exercise of such right, or satisfaction of such condition, has expired) shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

**Section 7.6 Governing Law.** This Agreement shall be governed by the laws of the District of Columbia.

**Section 7.7 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

**Section 7.8 Entire Agreement.** All previous negotiations and understandings between the parties hereto or their respective agents and employees with respect to the transactions set forth herein are merged into this Agreement, and this Agreement alone fully and completely expresses the parties' rights, duties and obligations with respect to its subject matter.

**Section 7.9 Captions, Gender, Number and Language of Inclusion.** The captions are inserted in this Agreement only for convenience of reference and do not define, limit or describe the scope or intent of any provisions of this Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine and neuter adjectives include one another. As used in this Agreement, the word "including" shall mean "including but not limited to".

**Section 7.10 Attachments.** The following exhibits shall be deemed incorporated into this Agreement in their entirety:

Attachment 1: CBE Minimum Expenditure

Attachment 3:	Utiliza	ation Plan		
Attachment 4:	CBE Reports			
Attachment 5:	Vendo	or Verification Forms		
Attachment 6:				
Section 7.11 Binding Effect. The the parties hereto and their respect	is Agreem	nent shall be binding ussors, assigns, heirs an	upon and inure to the benefit of and personal representatives.	
AGREED TO AND EXECUTED	THIS	DAY OF	, 2007	
GOVERNMENT OF THE DIST DEPARTMENT OF SMALL AN			ELOPMENT	
BY: ERIK A. MOSES DIRECTOR				
DEVELOPER				
BY:				

Target Sector List

Attachment 2:

## Capitol Hill Properties RFP

## Appendix C

First Source Employment Agreement

#### FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Amount:	
Project Name:	
Project Address:	Ward:

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and \_\_\_\_\_\_\_, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or

will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

#### I. GENERAL TERMS

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.
- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156, as amended, are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

#### II. RECRUITMENT

A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

- B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

#### III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

#### IV. PLACEMENT

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

#### V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and onthe-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

#### VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

#### VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

#### VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
  - 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

- 3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.
- D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:
  - 1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
  - 2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
    - a. Material supporting a good faith effort to comply;
    - b. Referrals provided by DOES and other referral sources; and
    - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
  - 1. A good faith effort to comply is demonstrated by the contractor;
  - 2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area:

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manasas, Manasas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loundon, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- 3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
- 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.
- H Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the project be District residents.
- I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

<ul> <li>IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise YES NO If yes, certification number:</li> <li>X. Do you have a registered Apprenticeship program with the D.C. Appren</li> </ul>					
	YES NO If yes, D.C. A	Apprenticeship Council Regist	ration Number:		
XI.		ther your firm is a subcontractor prime contractor:			)
Dated	l this	day of	20		
Signature Dept. of Employment Services		mployment Services	Signature o	f Employer	
			Name of Co	ompany	1.434000
			Address		<del></del>
			Telephone		
			E-mail		

### EMPLOYMENT PLAN

NAME OF FIRM	
ADDRESS	
TELEPHONE NUMBER	_FEDERAL IDENTIFICATION NO
CONTACT PERSON	TITLE
E-mail:	TYPE OF BUSINESS:
ORIGINATING DISTRICT AGENCY_	
CONTRACTING OFFICER:	TELEPHONE NUMBER:
TYPE OF PROJECT	FUNDING AMOUNT
PROJECTED START DATE	PROJECT DURATION

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A				INAIVIE LOCALII	
В					
C					
D					
Е					
F					
G					
Н					
Ι					
J					
K					

CURRENT EMPLOYEES: Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

NAME OF EMPLOYEE	SOCIAL SECURITY NUMBER or
	EMPLOYEE IDENTIFICATION NUMBER

## Capitol Hill Properties RFP

## Appendix D

Sample Letter of Credit

ISSUE	ER:	Date of Issue:	, 2008		
[Name	e of Bank]				
[Bank	Address]				
IRRE	VOCABLE STANDBY LETTE	ER OF CREDIT NO. [Inse	ert Number]		
Benefi	iciary	Applicant			
The O Planni 1350 I Washi Attent	et of Columbia, by and through ffice of Deputy Mayor for ing and Economic Development Pennsylvania Avenue, NW. Ste ington D.C. 20007 ion: Deputy Mayor for Planning conomic Development	[Address] t e 317	eveloper]		
AMOU	JNT: \$				
EXPIR	RY DATE: [Insert Date] subject	et to renewal provisions he	erein		
Ladies	and Gentlemen:				
("Lette	reby establish our Irrevocable Ser of Credit") in favor of Bernt ofU.S DOL ble for payment when accompa	neficiary for the account LARS (U.S. \$)	of Applicant up to an aggregate		
1.	1. A draft at sight drawn on [Name of Bank] duly endorsed on its reverse thereof by a duly authorized representative of the Beneficiary, specifically referencing this Letter of Credit Number [Insert Number];				
2.	The original of this Letter of C	Credit; and			
3.	drawing is \$ , drawn und Number] and represents funds	der Irrevocable Standby Le due and owing to the Dis as to such matters and Issu all have no right, duty, ob onperformance of any unc	uer will accept such statement as bligation or responsibility to derlying agreement between		

This Letter of Credit shall automatically renew for one year term upon the Anniversary of the expiry date set forth above (The "Anniversary Date") until [insert date] unless (i) earlier released by Beneficiary in writing or (ii) Issuers delivers written notice to both Applicant and Beneficiary that this Letter of Credit will not be renewed on the Anniversary Date upon which this Letter of Credit will no longer be renewed. Notwithstanding any terms and/or conditions to the contrary, this Letter of Credit will expire no later than [Insert Date].

If a drawing made by Beneficiary under this Letter of Credit reaches the address provided on this Standby Letter of Credit via Courier (FEDEX or DHL) on or prior to 1:00 PM (Eastern Time) on a Business Day (Defined below) and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds, on the same Business Day. If a drawing is made by Beneficiary under this Letter of Credit after 1:00 pm (Eastern Time) on a Business Day and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds on the next Business Day. If requested by Beneficiary, payment under this Letter of Credit may be deposit of immediately available funds into an account designated by Beneficiary. As used herein, the term "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institution in the District of Columbia are authorized or required by law to close.

Drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented by the Mayor, City Administrator, Deputy Mayor for Planning and Economic Development, or one of their duly authorized representatives, on or before the Expiry Date to Issuer's office at the address of Issuer set forth above.

This undertaking is issued subject to the International Standby Practices 1998 ("ISP98'). As to matters not expressly governed by ISP98, this Letter of Credit is governed by and shall be construed in accordance with the laws of the District of Columbia.

This Letter of Credit set forth in full terms of our undertaking. This undertaking shall not in any way be modified, amended, amplified or incorporated by reference to any document, contract or other agreement, without the express written authorization of Issuer, Beneficiary and Applicant.

Continues on the next Page	
[Insert Letter of Credit Number]	١

Page 3

Should you have occasion to communicate with us regarding the Letter of Credit, kindly direct your communication to the attention of Letters of Credit Dept. to the address aforementioned stating as reference our Standby Letter of Credit Number [Insert Letter of Credit Number].

Truly Yours,	
Authorized Signature	Authorized Signature

## Capitol Hill Properties RFP

## Appendix E

## **Property Open House Waiver and Indemnification**

## PROPERTY OPEN HOUSE WAIVER AND INDEMNIFICATION

1,		
(print name)		
hereby affirm that I have carefully read this Waiver and I By my signature below, I agree to each and every term and		-
by any bigantian concern, a ugree to enter and creary team and		
1. I acknowledge that the District of Columbia (the with a street address of 525 9 <sup>TH</sup> Street, N.E., Washin assessment and taxation as Lot 0808 in Square 0936, toget "9 <sup>th</sup> Street Property") and 1341 Maryland Avenue, N.E., assessment and taxation as Lot 0830 in Square 1028, toget "Maryland Avenue Property").	ngton, D.C., and des ther with all improver Washington, D.C., d	signated for purposes of ments located thereon (the lesignated for purposes of
2. I acknowledge and understand that the District Street Property and Maryland Avenue Property and that the Deputy Mayor for Planning and Economic Develorespondents to said solicitation an opportunity to view th interested at an "open house," and, further, that the opport offer, representation, warranty or any other agreement of property viewed.	ne District, acting by opment ("ODMPED are property in which nunity to view a property in the	and through the Office of one
3. I represent that I am attending the open house and time stated (check all that apply) (not valid unless ODN selected property(ies):		
9 <sup>th</sup> Street Property on	, 2008 at	am/pm - am/pm
9 <sup>th</sup> Street Property on	, 2008 at	am/pm am/pm
4. I hereby agree to abide by the orders and directi the open house for the property(ies) I have selected abo directions, the ODMPED may, in its discretion, demand that	ove. If I fail to con	nply with such orders or

either entirely or in part, in a state of disrepair or otherwise hazardous. I hereby assume all risks and accept full responsibility for any and all damage to myself or others arising from or related to my presence on the property(ies) in connection with the open house(s) I have selected above. I understand and agree that neither I, my heirs, personal representatives, successors, grantees, and assigns, or anyone claiming any interest through me, will bring any legal action whatsoever against the District, its officials, officers, employees, and agents as a result of any damage, injury, loss or death to myself or my property that arises out of my presence on the property(ies) in connection with the open house(s) I have selected above.

5. I hereby acknowledge that the 9<sup>th</sup> Street Property and Maryland Avenue Property each may be,

do so immediately and without causing a disturbance.

6. I hereby indemnify and hold harmless the District, its officials, officers, employees, and agents from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including reasonable attorney's fees), of whatsoever kind and for injury, including personal injury or death of any

person or persons, and for loss or damage to any property caused by or occurring in connection with, or in any way arising out of my presence on the property(ies) pursuant to this Release. If any action or proceeding as described in this paragraph is brought against the District, its officials, officers, employees, or agents for which I bear responsibility as expressly provided under this Release, upon written notice from the District, I shall, pay any fees, costs or expenses incurred by the District to resist or defend such action or proceeding.

- 7. I hereby acknowledge and agree that the assumption of risk, promise not to sue, waiver of liability, and indemnification provided for in this Release includes loss, injury or damage as a result of the negligent acts or omissions by the District, its officials, officers, employees, and agents.
- 8. I hereby agree that nothing in this Release shall be deemed to waive any rights of any kind that the District now has, or may hereinafter have, to assert any claim against me, including, without limitation, claims with respect to any and all past events or entry on the property(ies) selected above.
- 9. I hereby agree that if any provision of this Release is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Release. The remaining provisions of this Release shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Release.
- 10. I hereby agree that this Release shall be construed under the laws of the District of Columbia without reference to conflicts of laws principles;
- 11. I hereby waive (i) any objection to the venue of any action filed in any court situated in the jurisdiction in which the property is located, (ii) any right, claim, or power, under the doctrine of forum non conveniens or otherwise, to transfer any such action to any other court, and (iii) trial by jury in any action, proceeding, claim, or counterclaim brought in connection with any matter arising out of or in any way connected with this Release.
- 12. I hereby agree that this Release shall be binding upon my heirs, personal representatives, successors, grantees, and assigns.

	Date:	
	Signature: Print Name: Address:	
WITNESS:		
Date:		
Signature: Print Name: Address:		

#### D.C. HISTORIC PRESERVATION REVIEW BOARD APPLICATION FOR HISTORIC LANDMARK DESIGNATION

APPLICATION TO:

XX Designate

\_\_ Rescind

Amend

PROPERTY NAME: Old Engine House 10

ADDRESS:1341 Maryland Avenue, NE Washington, DC 20002

SQUARE AND LOT NUMBER(S): Square 1028 Lot 830

PRESENT OWNER: District of Columbia Department

OWNER ADDRESS: 441 4th Street, NW Washington, DC 20001

ORIGINAL USE: Firehouse

PRESENT USE: Vacant

DATE OF CONSTRUCTION: 1894

DATE OF MAJOR ALTERATION(S): N/A

ARCHITECT(S): Unknown

ARCHITECTURAL STYLE/PERIOD: Late Victorian; Queen Anne Revival

NAME OF APPLICANT: The Capitol Fire Museum

ADDRESS AND TELEPHONE OF APPLICANT:

PO Box 21129

Washington, DC 20009

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

# 310.21 A STATEMENT OF THE PREHISTORIC, HISTORIC, ARCHITECTURAL, AND/OR CULTURAL SIGNIFICANCE OF THE PROPERTY PROPOSED FOR DESIGNATION.

Old Engine Company 10 qualifies for landmark status in the District of Columbia by meeting the following criteria as established in the final rules of the DC Historic Preservation Review Board as published in the <u>DC Register</u> in 1995:

- 1) It is the site of significant events and is associated with persons, groups, and institutions that contributed significantly to the heritage, culture, and development of the National Capital and the Nation;
- 2) It exemplifies significant political, economic, social, scientific, technical, educational, historical, and architectural heritage of the National Capital and the Nation;
- 3) It embodies the distinguishing characteristics of architectural style, a building type, and urban design significant to the appearance and development of the National Capital and the Nation;
- 5) It contains information about and evidence of historic events, institutions, design, construction, and settlement patterns that is known to be important to understanding our culture.

The context for this firehouse is described in the Washington, DC Firehouse Multiple Property Documentation form. An 1887 plat map shows this area to be sparsely developed with modest houses. Therefore, in 1894, it was not difficult to purchase three city lots for the firehouse and its alley. Old Engine Company 10 is one of the first of the firehouses to be built in anticipation of future development rather than in the midst of a fully-developed neighborhood. The area grew rather quickly, however, and by 1903 was more than fifty-percent developed.

<sup>&</sup>lt;sup>1</sup> G.M. Hopkins. <u>Atlas of Washington, D.C.</u>, Philadelphia: Hopkins Publishing Company, 1887.

<sup>&</sup>lt;sup>2</sup> <u>Baist's Real Estate Atlas of Surveys of Washington, D.C.</u> Philadelphia: G.W. Baist, (Vol. 3) 1903.

### 310.21 STATEMENT OF SIGNIFICANCE (Old Engine Company 10 - con't.)

In 1940, when the fire department experienced a major restructuring, Engine Company 10 was combined with Truck Company 13 at 1342 Florida Avenue, NE, and the old firehouse on Maryland Avenue was vacated.<sup>3</sup> It served for awhile as a community center, at one time housing the headquarters for Advisory Neighborhood Council 6A and the offices for the Tollgate Neighborhood Association. Today, it is vacant. Despite minor alterations, Old Engine House 10 retains its integrity and is easily recognizable as a firehouse.

<sup>&</sup>lt;sup>3</sup> Fire Fighters' Association. <u>One Hundred of Glory: A History of the District of Columbia Fire Department</u>, 1871-1971, p.i.

310.23 IF PROPERTY IS PROPOSED FOR DESIGNATION PRINCIPALLY FOR ITS PREHISTORIC, HISTORIC, AND/OR CULTURAL SIGNIFICANCE, A DESCRIPTION OF THE EXISTING PHYSICAL CONDITION OF THE PROPERTY AND ITS RELATION TO THE PREHISTORIC, HISTORIC, AND/OR CULTURAL SIGNIFICANCE OF THE PROPERTY.

This is a two-story, mid-block firehouse from the Victorian period. Its Queen Anne Revival facade is characterized by ornate brickwork and terra cotta. The gable, containing the inscription "Engine House No. 10," extends above a deep cornice composed of corbelled bricks. Beneath the cornice is a terra cotta frieze of rosettes. Two round-arched windows on the second floor are outlined in brickwork. Between the windows, a tablet in the shape of a temple front is carved with the date "Erected 1894." Brick pilasters, one on each side of the building and one large one in the center of the building, reach to the springing of the window arches. The pilaster capitals are composed of the same terra cotta tiles used in the frieze. The firehouse fits comfortably with its neighboring middle-to-upper income rowhouses.

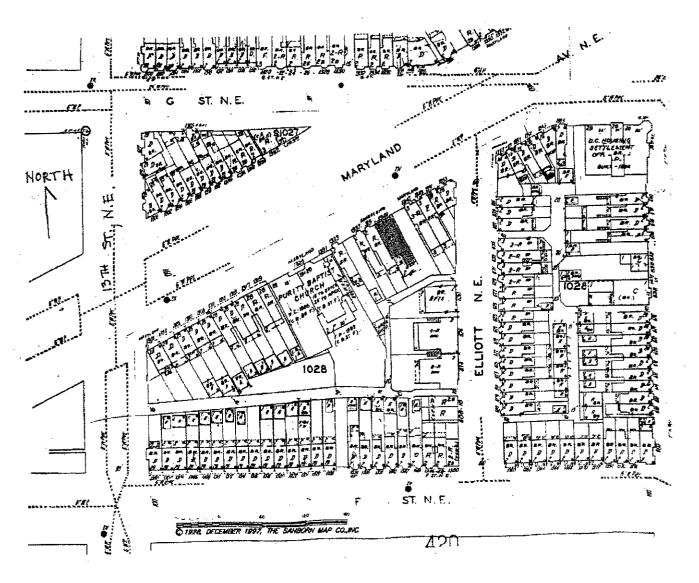
Several alterations have been made to its facade. An historic photograph c.1911 shows the ground-floor facade as having alternating horizontal bands of brick and limestone, a detail which has been partly removed and partly painted out.<sup>4</sup> The original apparatus door remains on the eastern half of the building but the other door is a replacement of much larger size. Where once there was a brick wall and wooden gates, a chain-link fence now encloses the alley. A flimsy foyer, enclosing the central entrance, has been added to the exterior.

The interior of Engine House 10 is basically the same as that of contemporaneous firehouses. The only major difference is in the access to the hose racks. A full staircase rises from the ground floor to a third floor landing where the entrance to the hose tower is located.

<sup>&</sup>lt;sup>4</sup> Photograph from the collection of Firefighter Jackson Gerhart.

310.24 A MAP SHOWING THE EXACT BOUNDARIES OF THE PROPERTY PROPOSED FOR DESIGNATION; THE SQUARE AND LOT NUMBER(S) OR PARCEL NUMBER; SQUARE FOOTAGE OF PROPERTY PROPOSED FOR DESIGNATION; NORTH ARROW; AND CONTIGUOUS STREETS, IF ANY.

Old Engine House 10, 1341 Maryland Avenue, NE Square 1028 Lot 830 Land 5,485 square feet Building 3,814 square feet



310.25 CONTEMPORARY GOOD QUALITY PHOTOGRAPH(S) OF THE PROPERTY PROPOSED FOR DESIGNATION WHICH PROVIDE A CLEAR AND ACCURATE VISUAL REPRESENTATION OF THE PROPERTY AND ITS SETTING; SPECIFY VIEW, DATE OF PHOTOGRAPH AND LIST CREDITS, IF ANY. 8" X 10" GLOSSY PHOTOGRAPHS ARE PREFERRED. IN ADDITION, APPLICANT MAY SUPPLY SLIDES. (TWO COPIES OF EACH PHOTOGRAPH AND SLIDE)

All photographs are of Old Engine Company 10, 1341 Maryland Avenue, NE

- 1. North facade, 2001 Sally Berk, photographer
- 2. North facade, c. 1904
  From the collection of Retired DC Firefighter Jackson Gearhart

No. 10 Engine House, Fire Department,
District of Columbia.

Maryland Avenue, between 13th and 14th streets, northeast.



310.26 A LIST OF BIBLIOGRAPHIC AND OTHER SOURCES USED TO PREPARE THE APPLICATION; INDICATE WHERE THE REFERENCE MATERIAL IS ARCHIVED.

<u>Baist's Real Estate Atlas of Surveys of Washington, DC</u>. Philadelphia: GW Baist, (Vol. 3) 1896, 1903, 1919, 1925, 1931, 1937, 1945, 1954, 1960, 1968, (Vol. 4) 1927, 1936, 1943, 1959.

Baldwin Memorial Archives, American Institute of Architects Library.

Berk, Sally L. <u>Environmental Impact Statement for the Mid-City Sector of the Green Line of the Washington METRO</u>. October 1989.

Berk, Sally L. "The History of Washington, DC's Pre-World War II Firehouses," DC Historic Preservation Division, June 1992.

<u>Biographical Dictionary of Architects in Maine</u>, Vol. 2, No. 2, Maine Historic Preservation Commission, 1975.

Biographical Vertical Files, Washingtoniana Collection, Martin Luther King, Jr. Library.

Bushong, William, Judith Helm Robinson, and Julie Mueller. <u>A Centennial History of the Washington Chapter, the American Institute of Architects, 1887-1987</u>. Washington, DC: The Washington Architectural Foundation Press, 1987.

Commission of Fine Arts Minutes. Record Group 66, National Archives.

District of Columbia Archives, Record Group 17, the Department of Public Works, Engineering Department Files, 1897-1953, Part VI: Engine Houses, Box 63.

District of Columbia Fire Department. "Fiftieth Anniversary Celebration Honoring D.C.'s Black Men & Women in Blue." Program, July 13, 1985.

District of Columbia Fire Department. No. 4 Engine Company Silver Anniversary Banquet Program, reprint July 13, 1985.

Fire Fighters' Association. One Hundred Years of Glory: A History of the District of Columbia Fire Department, 1871-1971. Washington, D.C.: Mt. Vernon Publishing Company, Inc., 1971.

Gerhart, Jackson H., Firefighter. Interview, August 19, 1991.

Glass, Darlene and Claude. Video, "History of Engine Company No. 21," n.d.

# 310.26 BIBLIOGRAPHY (page 2)

Goode, James M. <u>Best Addresses: A Century of Washington's Distinguished Apartment Houses</u>. Washington, D.C.: Smithsonian Institution Press, 1988.

Holmes, Theodore, Chief. Interview, October 10, 1991.

Kohler, Sue A. <u>The Commission of Fine Arts, A Brief History, 1910-1976</u>. Washington, D.C.: The Commission of Fine Arts, 1984.

Lee, Antoinette J. "Public School Buildings of the District of Columbia, 1804-1930," D.C. Division of Historic Preservation, September 1989.

McCarl, Robert. The District of Columbia Fire Fighter's Project, A Case Study in Occupational Folklife. Washington, DC: Smithsonian Institution Press, 1985.

National Register of Historic Places Registration Form: Gallinger Municpal Hospital Psychopathic Ward. William B. Bushong, 1988.

Peterson, Anne E. <u>Hornblower and Marshall, Architects</u>. Washington, D.C.: The Preservation Press, 1978.

Scott, Pamela and Antoinette J. Lee. <u>Buildings of the District of Columbia</u>. New York and Oxford, Oxford University Press, 1993.

Traceries Master Database. Original Architect Listing.

Vertical Files. "Fire Department: Engine Houses, 1815-1929, 1930-1939, 1940-1959."

Washington Perspectives, Incorporated. "Firehouse Building Survey," DC Department of Housing and Community Development, 1986.

Washington Star Archives, Washingtoniana Collection, Martin Luther King, Jr. Library

Withey, Henry R. and Elsie Rathburn. <u>Biographical Dictionary of American Architects</u> (<u>Deceased</u>). Los Angelos: Hennessey and Ingalls, Inc., 1970.

Zurier, Rebecca. <u>The American Firehouse: an Architectural and Social History</u>. New York: Abbeville Press, Inc., 1982.

(Revised March 1992)

OMB No. 10024-0018

# **United States Department of the Interior National Park Service**

# NATIONAL REGISTER OF HISTORIC PLACES MULTIPLE PROPERTY DOCUMENTATION FORM

This form is used for documenting multiple property groups relating to one	or several historic contexts. Se	e instruction in How to Con	plete the Multiple Property	
Documentation Form (National Register Bulletin 16B). Complete each item b	by entering the requested informa	ation. For additional space, u	se continuation sheets (NPS	
Form 10-900a). Use a typewriter, word processor, or computer, to compete all	items.			
X New Submission Amende	ed Submission			
A. Name of Multiple Property Listing				
Firehouses in Washington, D.C.				
			a - 100000000000000000000000000000000000	
B. Associated Historic Contexts	***************************************	<u> </u>		
(Name each associated historic context, identifying theme	, geographical area, and ch	ronological period for	each.)	
The History of Firehouses in Washington, D.	C., 1806-1945			
44,0444				
C. Form Prepared by				
name/title Sally Berk, Architectural Historian				
organization D.C. Historic Preservation Office			6/2006	
street & number 801 N. Capitol St, NE		telephone	202/442-8840	
city or townWashington	state DC	zip code	20001	
•				
D. Certification	-			

As the designated authority under the National Historic Preservation Act of 1966, as amended, I hereby certify that this documentation form meets

the National Register documentation standards and sets forth requirements for the listing and related properties consistent with the National

Register criteria. This submission meets the procedural and professional requirements set forth in 36 CFR Part 60 and the Secretary of the

Interior's Standards and Guidelines for Arch continuation sheets for additional comments.)	
Signature and title of certifying official	date
State or Federal agency and bureau	
I hereby certify that this multiple property documentation form	has been approved by the National Register as a basis for
evaluating related properties for listing in the National Register.	
Signature of the Keeper	Date of Action

Firehouses in Washington, D.C.	Washington, D.C.
Name of Multiple Property Listing	State

## **Table of Contents for Written Narrative**

Provide the following information on continuation sheets. Cite the letter and the title before each section of the narrative. Assign page numbers according to the instructions for continuation sheets in *How to Complete the Multiple Property Documentation Form* (National Register Bulletin 16B). Fill in page numbers for each section in the space below.

**Page Numbers** 

## E. Statement of Historic Contexts

E-1 through E-8

(If more than one historic context is documented, present them in sequential order.)

# F. Associated Property Types

F-9 through F-19

(Provide description, significance, and registration requirements.)

#### G. Geographical Data

G, H-20

# H. Summary of Identification and Evaluation Methods

G, H-20

(Discuss the methods used in developing the multiple property listing.)

# I. Major Bibliographical References

I-21 through I-23

(List major written works and primary location of additional documentation: State Historic Preservation Office, other State Agencies, Federal agency, local government, University, or other, specifying repository.)

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.)

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.O. Box 37127, Washington, DC 20013-7127; and the Office of the Management and Budget, Paperwork Reductions Projects (1024-0018),

Washington, DC 20053.

#### HISTORIC CONTEXT

#### INTRODUCTION

Thirty pre-World War II fire-fighting buildings remain in Washington, D.C. Two of these buildings - the firehouse at St. Elizabeth's Hospital and the one at the Navy Yard - were projects of the federal government. A third firehouse, the Vigilant in Georgetown, was a private endeavor, built during the era of volunteer firefighting. The twenty-seven remaining buildings were constructed under the auspices of the municipal government. Each building is unique, of superior design and quality materials, and a landmark of its neighborhood. Most are domestic in image and all are constructed of red brick, the principal material for residential buildings in the city.

The primary significance of the firehouses is their relationship to the development of the city during four distinct periods of construction. During the first two periods (pre-Civil War and the years between 1865-1897), the buildings were constructed in already established neighborhoods. During the third and fourth periods (1897-1916 and 1925-1945), their location was more calculated. Often firehouses were constructed in anticipation of development or to attract residents to new neighborhoods.

Firehouses are also significant for:

- their expression of civic architecture, particularly those constructed during the Third period (1897-1916), the critical years of the City Beautiful Movement. Most were the work of master architects.
- their representation of the professionalization of firefighting and for progress in firefighting technology;
- the role they played in the city's social history;
- the insight they provide into the Office of the Municipal Architect and that office's relationship to private architectural practice.

Finally, firehouses are significant for the role they played in the lives of the firefighters. As Robert McCarl stated in his study of Washington firefighters, "the focal point of the fire-fighting

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National Park Service
NATIONAL REGISTER OF HISTORIC PLACES
Firehouses in Washington, D.C.
Section Number E Page \_\_\_\_2

The second secon

experience is the firehouse itself."2

The three oldest firehouses - the Vigilant, the Bank of Columbia, and Old Engine Company 6 - as well as Engine Company 3 and the facade of Old Engine Company 24 are listed in the National Register of Historic Places. Six of the firehouses are considered to be contributing buildings within National Register-listed historic districts. The remaining 27 pre-World War II firehouses are eligible for listing in the National Register. Although most of them were renovated by the Fire Department in the 1980s, only the interiors were altered. With the exception of window and apparatus-door replacements, the exteriors of Washington's pre-World War II firehouses remain virtually unchanged; all are recognizable and retain sufficient integrity to qualify for listing in the National Register of Historic Places. In addition, two firehouses - Old Union Engine House (1837) and Old Engine Company 2 (1910) - are reputedly in storage somewhere and could possibly be reassembled if their whereabouts become known.

#### THE CITY'S DEVELOPMENT

Efforts to establish a mercantile economy in Washington never proved to be particularly successful. Instead, the principal foundations of the city's economy have always been the presence of the federal government and the real estate industry. The residential component of the real estate industry has been its most constant, strongest during periods of expansion in government. The greatest of these periods, in both local and federal government, occurred during the last quarter of the nineteenth century when streets were platted north of Boundary Street (now Florida Avenue) outside the original L'Enfant planned city. One of the many consequences of this growth was a period of intense construction of municipal buildings during the last decade of the nineteenth century and the first fifteen years of the twentieth. Sixteen firehouses were constructed between 1897 and 1916, almost one firehouse per year, manpowered by the the influx of veterans returning from the war with Spain. Significant periods of expansion also occurred during World War I and during the Great Depression. By the outbreak of World War II, there was little undeveloped land remaining within the boundaries of Washington, substantially curtailing development, both municipal and private, and effecting a change on both the design and location of firehouses.

McCarl, Robert. The District of Columbia Fire Fighter's Project, A Case Study in Occupational Folklife. Washington, DC: Smithsonian Institution Press, 1985.

United States Department of the Interior

National Park Service

NATIONAL REGISTER OF HISTORIC PLACES

Firehouses in Washington, D.C.

Section Number E Page 3

## HISTORY OF FIRE HOUSES IN WASHINGTON, D.C.

# **Fire Companies**

The earliest fire companies in Washington, as in other American cities, were organized and staffed on a voluntary basis, functioning much like social clubs. Although the men received no remuneration for their participation, they sought to be accepted into the more socially prominent companies that could assist in advancing their careers.

The companies were ethnically and socially stratified, some drawing their membership exclusively from the city's Italian population, some from the Irish, while some companies admitted only doctors, lawyers, and other professionals. The most prestigious company was the Columbia Fire Company, established 1806. Located in the firehouse closest to the Capitol, it was manned primarily by senators and congressmen.

In 1864, the district government approved "An Act to Organize a Paid Fire Department." Four men were paid full-time and six men per company were required to respond when they heard an alarm. At that time, there were three engines, one hook, and one ladder. The companies that comprised the fire department at that time were located at 21st Street and Pennsylvania Avenue, NW, 12th and D streets, NW, south of the Capitol, and 438 Massachusetts Avenue, NW. Three years later, South Washington Fire Company No. 4 was added.

In the 1870s, as a result of the increasing complexity of both federal and municipal governments and the organizations they administered, firefighting became professionalized. Most fire departments across the country were modeled on the military hierarchy veterans had experienced during the Civil War. In Washington, the fire department became fully professionalized in 1871. The organization of the fire companies has changed little since then.<sup>3</sup>

An all-black company was organized in 1919 to ameliorate the difficulty African Americans were experiencing in being promoted to the rank of officer. They occupied Engine Company 4 at 474 Virginia Avenue, SW (demolished). The firefighters who were responsible for the creation of this company were assisted by many of Washington's prominent merchants, several of whom were immigrants and had, themselves, experienced discrimination. In 1945, the second all-black unit was formed and assigned to Engine Company No. 27 at 4201 Minnesota Avenue,

Fire Fighters' Association. One Hundred Years of Glory: A History of the District of Columbia Fire Department, 1871-1971. Washington, D.C.: Mt. Vernon Publishing Company, Inc., 1971.

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N.E. Until 1962, when the third all-black company was formed and assigned to Engine Company No. 7 at 931 R Street, N.W., the department continued a separate staffing and promotional process.<sup>4</sup>

# Firehouse Organization and Numbering

Washington's earliest firehouses were identified by the names of the volunteer companies that occupied them. Among the most prominent were the Vigilant, Franklin, Columbia, Union, and South Washington. When firefighting was professionalized in the second half of the nineteenth century, the volunteer firehouses were purchased by the city and the names were replaced with letters or numbers according to an established city-wide system. Numbers were for engine companies and letters were assigned to hook and ladder companies, then known as truck companies. As new firehouses were constructed, they too were assigned a letter or number. When engine companies and truck companies were combined, they were at first identified by both letter and number. In 1906 when the system was restructured, all firehouses were identified by numbers. Today, some firehouses are still technically identified by two numbers - one for the engine company and one for the truck company. (In a few instances, the second number identifies a rescue squad.) Today, however, to simplify alarms, the fire department identifies each firehouse by a single number.

Letters and numbers were originally assigned chronologically as firehouses were acquired by the city or as new ones were constructed. Today, because so many firehouses have been demolished, new ones constructed, and companies combined, the numbers no longer represent chronology but simply the company that occupies the house. The companies have a complicated history that required a four-page list in the 1971 book <u>One Hundred Years of Glory</u>, produced by the D.C. Fire Fighters' Association to mark the centennial anniversary of the professionalization of firefighting in Washington.

## **Firehouse Architects**

With two exceptions, all the architects of Washington's old firehouses were, in some way, associated with either the Office of Supervising Architect of the U.S. Treasury; with Alfred B.

<sup>&</sup>lt;sup>4</sup> District of Columbia Fire Department. "Fiftieth Anniversary Celebration Honoring D.C.'s Black Men & Women in Blue." Program, July 13, 1985.

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Mullett who served as its chief from 1866 to 1874; or with the firm of Hornblower

Mullett who served as its chief from 1866 to 1874; or with the firm of Hornblower and Marshall.<sup>5</sup> The Office of Supervising Architect was the predecessor of Washington's Office of Municipal Architect, established in 1909. The three men who headed the Office of Municipal Architect from its creation until after World War II were part of this network. Snowden Ashford, its first chief, serving from 1909 until 1921, had worked on federal projects with Mullett after he left the office. Albert L. Harris, chief from 1921 until 1934 had worked for Hornblower and Marshall for many years, an architectural firm that had close ties to both Mullett and the Office of Supervising Architect. Nathan Wyeth, chief of the Office of Municipal Architect from 1934 until 1946, worked in the Office of Supervising Architect from 1904-1905.

In 1893, when demand for public buildings exceeded the capacity of the Office of Supervising Architect to provide them, Congress passed the Tarsney Act—an act that permitted the hiring of private architectural firms for the design of federal buildings. This permission was extended to Washington's Office of Municipal Architect in the early years of the twentieth century.

Edward W. Donn, Jr. wrote in his unpublished <u>Architectural Reminiscences</u>, "The older architects of the city, Joseph Hornblower, James Rush Marshall, Robert Stead, James G. Hill, Wm. M. Poindexter, Glenn Brown, Leon E. Dessez were the Washington chapter of the American Institute of Architects in the nineties and they jealously guarded its membership." All of these men also belonged to the Cosmos Club and often gathered there for discussions. This network led to design commissions for Leon Dessez, Appleton P. Clark, the Mullett brothers, Hornblower and Marshall, and Gregg and Leisenring.<sup>6</sup>

#### Influences on the Location of Firehouses

In addition to decisions made by the city commissioners, a variety of persons and organizations influenced the location of firehouses. In at least two instances, developers influenced the location of firehouses. Archibald McLachlen, developer of the Ontario Apartments, proposed construction of Engine Company 21 (1908) at 1763 Lanier Place, N.W. near the Ontario Apartment Building. When first constructed, the firehouse provided an uninterrupted view of the Ontario Apartments from its rear lunette (now blocked by rowhouses and other apartment buildings). It is not known whether McLachlen simply used his influence or actually donated land or money for the firehouse. In the case of Engine Company 19, the influence is more

<sup>&</sup>lt;sup>5</sup> Averill and Adams, architects of Engine Company 19, and Parks and Baxter, architects of Engine Company 10, appear to have had no connection with A.B. Mullett or the Office of Supervising Architect.

<sup>&</sup>lt;sup>6</sup> Several of these men also received contracts to design public schools.

<sup>&</sup>lt;sup>7</sup> Darlene and Claude Glass. Video, "History of Engine Company No. 21," n.d.

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obvious as Colonel Arthur E. Randle, developer, donated land for construction of the engine company at 2813 Pennsylvania Avenue, S.E., adjacent to his subdivision known as Randle Highlands. Both Engine Companies 19 and 21, well-known landmarks, are more sophisticated in design and more luxuriously detailed than other firehouses of the period, suggesting that the developers may have contributed to the cost of their construction.

Other influences worked against the construction of firehouses at proposed locations. For instance, in 1927, the Commission of Fine Arts succeeded in preventing a firehouse from being constructed on Sixteenth Street, NW. According to their minutes, "...the Commission approved the design presented by Mr. Harris for a Georgian Revival firehouse at 16th and Webster streets, NW. They preferred, however, that a new site should be found since 16th Street should be devoted to embassies, churches, and institutions."

In 1929, a committee composed of citizens from the Chamber of Commerce, the Board of Trade, NCPPC, the Real Estate Board, and the Federation of Citizens' Associations met with representatives of the Fire Department, the Police Department, the Department of Recreation, and the Water Department to advise the Zoning Commission on a proposed zoning amendment that would allow these activities in residential zones. Assumedly, they preferred that the firehouses be located on the fringes of residential neighborhoods. That same year, the Chevy Chase Citizens' Association agreed to a firehouse at the intersection of Connecticut and Nebraska avenues at the edge of a residential zone, this to replace the one that had been denied for 16<sup>th</sup> and Warder streets, NW. In 1936, the Rhode Island Avenue Association successfully petitioned the city commissioners to construct a firehouse in the Brentwood area. Engine Company 10 was built at 1340 Rhode Island Avenue, NE, again on the edge of a residential zone. Engine company 10 was built at 1340 Rhode Island Avenue, NE, again on the edge of a residential zone.

In 1940, the Georgetown Citizens' Association successfully opposed a proposal for a new firehouse near the intersection of Wisconsin Avenue and River Road, NW on the premise that

<sup>&</sup>lt;sup>8</sup> Mrs. John F. Snyder. "Pennsylvania Avenue Fire House is Historic Structural Landmark," <u>The Courier</u>, May 25, 1963.

<sup>&</sup>lt;sup>9</sup> Commission of Fine Arts Minutes, December 8, 1927, Record Group 66, the National Archives.

<sup>&</sup>lt;sup>10</sup> "Firehouse Zoning Policy Not Decided," July 8, 1929. <u>Washington Star Archives</u>, Washingtoniana Collection, Martin Luther King, Jr. Library.

<sup>&</sup>quot;Site for Fire House Near Homes Chosen," July 3, 1929. <u>Washington Star Archives</u>, Washingtoniana Collection, Martin Luther King, Jr. Library.

<sup>&</sup>lt;sup>12</sup> "New Fire Station in Northeast Begun," December 6, 1936. <u>Washington Star Archives</u>, Washingtoniana Collection, Martin Luther King, Jr. Library. Washingtoniana Collection. Vertical Files. "Fire Department: Engine Houses, 1815-1929, 1930-1939, 1940-1959." MLK, Jr. Library.

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the site was already occupied by a branch library and should be reserved for expansion of the library. 13

In 1975, when Engine Company 21, 1763 Lanier Place, NW, was slated for demolition because of deterioration and obsolescence, the neighborhood successfully petitioned the city to rehabilitate it instead. Between 1982 and 1983, the firehouse was completely reconstructed on the interior. A new bell was placed in the bell tower.<sup>14</sup>

## **Downtown Firehouses**

Only two firehouses remain downtown, the others having been forced out by 1) the high cost of land, and 2) the fact that they were among the oldest firehouses in the city and, as such, located closer to one another than modern firefighting technology required. A reorganization of the fire department in 1939 resulted in most downtown firehouses being declared redundant. They remained in the possession of the Fire Department until gradually sold by the city for private use. Eventually, all but two were demolished to make room for commercial development. The city's chief librarian identified three of these downtown firehouses as being in areas that needed libraries. None of the firehouses, however, were ever converted for that purpose.

The two downtown firehouses that do remain, Engine Company 3 at 439 New Jersey Avenue, NW (1916) and Engine Company 16 and Truck Company 3 at 1018 13th Street, NW (1932) are larger and more elaborately detailed than those in residential neighborhoods. Both contained offices and relate in both size and design to commercial architecture and to the buildings in the monumental core. They are indicative of the role that downtown firehouses played in the promotion of the central business district.

#### CONCLUSION

While other large American cities, those with strong mercantile economies, tended to have larger and often monumental firehouses, Washington's old firehouses depict a city of solidly middle-income neighborhoods. These firehouses have traditionally been community buildings, often havens for the needy. Today they bear signs which identify them as "Safe Places."

<sup>&</sup>lt;sup>13</sup> "Firehouse Opposed at Wisconsin Avenue and River Road," The Evening Star, December 24, 1940.

<sup>&</sup>lt;sup>14</sup> Glass, Darlene and Claude. Video, "History of Engine Company No. 21," n.d.

<sup>&</sup>lt;sup>15</sup> "Fire Department Changes Urged in District," The Evening Star, November 8, 1939.

<sup>&</sup>lt;sup>16</sup> "Three Firehouses Proposed for Branch Libraries," The Washington Star, January 28, 1940.

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Despite the fact that some of the older buildings don't provide the comforts and conveniences of the modern ones (deferred maintenance and other forms of disinvestment have contributed to this condition), most of the firemen are devoted to their houses for their associations with history and tradition. Many of the firemen spend time between calls reading old daily journals and are experts on their firehouses. City residents value the firehouses for their somewhat whimsical designs and their symbolism of neighborhood cohesion. Appropriately, one of the old firehouses, made surplus by the city many years ago, now serves as a community center.

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#### ASSOCIATED PROPERTY TYPES

Name of Property Type: Firehouses

# Description:

Firehouses were erected in the city during four distinct periods of development: the Civil War Period (pre-1865); the Victorian Period (1865-1897); the City Beautiful Movement/Eclectic Period (1897-1916); and Inter-War Period (1924-1945). During these periods, firehouses share distinct typological and stylistic characteristics and have thus been classified accordingly. A more complete description of the firehouses within each of these periods follows.

# Significance:

All of the city's pre-World War II firehouses are significant for their expression of civic architecture, particularly those constructed during the City Beautiful Movement (1897-1916). Most of the firehouses represent the work of master architects. In addition, firehouses are significant for their representation of the professionalization of firefighting and for progress in firefighting technology; the role they played in the city's social history; and the insight they provide into the Office of the Municipal Architect and that office's relationship to private architectural practice.

## Registration Requirements:

All of the city's pre-World War II firehouses are eligible for listing in the National Register under Criteria A and C with Architecture and Community Planning and Development as the Areas of Significance. In order to be eligible for listing the buildings must retain their original exterior massing and detail. However, the buildings still retain integrity if the original doors and/or windows have been boarded up or replaced, as window and door replacements have systematically taken place to accommodate new technology in fire fighting. Similarly, the buildings retain integrity despite major alterations in the interiors. Most of the city's firehouses have been renovated on the interior to accommodate new firefighting technology.

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Property Subtype:	Pre-Civil War (Volunteerism) Firehouses					

# Description:

The firehouses of the first period, which lasted from the city's inception until the close of the Civil War, were constructed during the era of volunteer firefighting. The pre-War firehouses were one-room sheds that protected a single piece of apparatus.

In the early nineteenth century, fire companies were formed and firehouses became somewhat more complex. They were now two-story, wood or brick, buildings with pitched roofs, gables usually fronting the street, and topped by belfries with which to call the men to action. They were modest and unornamented. The apparatus was housed on the ground floor and the firemen and hay loft on the second. Generally, the façade of the building consisted of a single apparatus door on the ground floor and two windows on the second floor. Built by the volunteer companies which occupied them, they were probably not architect-designed. Despite the fact that the fire companies were in constant competition with one another, this did not result in grand firehouses.

Only one firehouse remains from the Pre-Civil War (Volunteerism) period. The Old Vigilant Firehouse at 1066 Wisconsin Avenue, N.W. (1844) is recognized as a landmark, listed in the D.C. Inventory of Historic Sites and the National Register of Historic Places and is included within the Georgetown Historic District.

Name of Property Subtype: Victorian Period (1865-1897) Firehouses

## Description:

During this period, the municipal government built approximately one dozen firehouses, of which at least five have been demolished. According to Rebecca Zurier in <u>The American Firehouse</u>: an <u>Architectural and Social History</u>, the typical urban firehouse, ubiquitous throughout the country, first appeared in the latter part of the nineteenth century and prevailed for almost a century.<sup>17</sup> It was narrow, two to three stories in height, mid-block, and red brick. Ornament was generally confined to the ground floor and the cornice of the facade. Hose drying towers, usually two-story shafts embedded in the

Rebecca Zurier. <u>The American Firehouse: an Architectural and Social History</u>. New York: Abbeville Press, Inc., 1982, pp. 87-89.

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building, were not visible on the exterior.

In Washington, the firehouses were located in established neighborhoods and designed to harmonize with the prevailing vernacular row house architecture. Only the buildings' distinctive apparatus doors, flat facades rather than the more common projecting bay window, differentiated them from the surrounding residential building forms. Typically in Washington, firehouses constructed mid-block were invariably detached on at least one side. An alleyway, wide enough to lead the horses into the building through a side entrance, also gave access to the rear of the building and provided a modicum of outdoor space for the firemen.

The two-story plan divided the firefighting activities on the first floor from the firemen's living quarters on the second. The first floor was tri-partite in plan with the apparatus room at the front, the horse stalls behind, and the office at the rear. (Today, most control centers have been moved forward and are located directly behind the central door or window, often boarded up.) Most firehouses had a sitting room on the second floor. Those that did not usually had one on the first floor. (Since the renovation of the firehouses in the 1980s, all have sitting rooms on the first floor.)

The apparatus room accommodated one engine and one truck parked side-by-side, with just enough space between the vehicles for the horses, tethered behind the vehicles, to run to the front of the apparatus and be harnessed to it. In the 1870s, the quick-hitch hanging harness was invented, a device which hung from the ceiling in front of the apparatus and dropped down automatically when the alarm sounded. Without any prodding, the horses would run directly into the harnesses which were then attached to the apparatus. 19

The bunkroom, bathrooms, and officers' rooms were on the second floor; the bunkroom at the front, directly above the apparatus room. The rooms were connected vertically by poles, invented in 1878.<sup>20</sup> There were usually two poles - one at the front and one at the back of the apparatus room - although sometimes there were three or even four. The firemen were assigned to the bunk closest to their position on the vehicle below.

Various devices were invented for enclosing the poles to prevent odors from the horses rising to the

Today, some firehouses also accommodate an ambulance which has to be parked behind another piece of apparatus.

<sup>&</sup>lt;sup>19</sup> Zurier, p. 102.

<sup>&</sup>lt;sup>20</sup> Zurier, p. 102.

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bunkroom above, and later fumes from vehicles. The most common was a trap door that sprung open at the firemen's touch. When the firehouses were renovated in the 1980s, most of the poles were enclosed in closets at the second floor (with swinging doors for quick exit), to prevent not only fumes, but also unconditioned air from infiltrating the bunkroom.

The hayloft, or forage room as it was referred to on the original plans, was also on the second floor, connected by chute to the horse stalls below. The hayloft had a full-size exterior door on the alley side of the building with a hoist above it for loading hay into the room. Today, second-story exterior doors and hoists are the only visible signs of original haylofts.

All the firehouses of the Victorian period had the same facade composition. On the ground floor were two apparatus doors with an entrance between. If there were a side entrance, there would be a window between the apparatus doors. On the second floor was a bank of domestic windows with a flagpole integral to the design. Within this general *parti*, an array of designs resulted, varied by the application of either Classical, Jacobean, Queen Anne, or Romanesque details. It is these variations that made them neighborhood landmarks.

In 1870, when the fire companies were consolidated into one city-wide city system, the volunteer houses were acquired by the city and became a part of the system. Eight firehouses remain from the Victorian Period, four of which are listed in the D.C. Inventory of Historic Sites:

- 1) Old Engine Company 6 at 438 Massachusetts Avenue, NW, ca 1864. D.C. Landmark
- 2) Old Engine Company 5 at 3210 M Street, NW, 1883. D.C. Landmark.
- 3) Old Engine Company 7 at 931 R Street, NW, 1884-1885. Located in Strivers' Section Historic District (National Register-listed historic district)
- 4) St. Elizabeth's Engine House at 2700 Martin Luther King, Jr., Ave., SE, constructed 1890, Moved 1905. Located in the National Register-listed St. Elizabeth's Historic District.
- 5) Old Engine Company 9 at 1624 U Street, NW, 1893. Located in the Strivers' Section Historic District (National Register-listed historic district)
- 6) Old Engine House 10 at 1341 Maryland Avenue, NE, 1894.

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- 7) Old Truck Company 4 at 219 M Street, NW, 1895. Located in the Mt. Vernon Square Historic District (National Register-listed historic district).
- 8) Old Engine Company 12, 1626 North Capitol Street, NW, 1897.

Name of Property Subtype: City Beautiful Movement/Eclectic Period (1897-1916)
Firehouses

# Description:

During the most influential period of the City Beautiful Movement, the design and location of civic buildings were partially determined by the intent to create landmarks that would foster civic pride. And, although the City Beautiful Movement was most often associated with neo-classical design, the firehouses of this period ranged in style from Queen Anne Victorian, to Dutch Revival, Georgian Revival, Italianate, Renaissance Revival, Beaux Arts, Mediterranean Revival, Tudor, and Towered French Eclectic. Zurier identifies this time as one of "Castles and Palaces, 1890-1918," when eclectic combinations or interpretations of revival architecture pervaded all building types.

The individualized designs of these firehouses resulted, in part, from having been designed by numerous private architectural firms. Imaginative, they were intended to attract new residents as well as to be compatible with nearby residential buildings. Because they often preceded by several years, the development of their neighborhoods, they were, in several instances, influential in the design of houses and apartment buildings that followed.

There are two reasons that the firehouses of this period often preceded development: first, because land was cheaper and easier to acquire in not-fully developed areas (the fire department was limited to a purchase price not to exceed 125% of the assessed value of the property)<sup>21</sup> and, second, because the

<sup>&</sup>lt;sup>21</sup> "Residents Oppose Fire Station," <u>The Evening Star</u>, October 20, 1927. Washingtoniana Collection. Vertical Files. "Fire Department: Engine Houses, 1815-1929, 1930-1939, 1940-1959." MLK, Jr. Library.

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firehouses were seen as tools for development. The success of the firehouse as an attraction is evidenced by the fact that at least two firehouses are known to have been located and designed according to the wishes of developers.

Despite the variety of architectural styles at this time, the interior plan remained basically the same. In fact, Washington firehouse plans remained essentially unchanged for seventy-five years. Even the introduction, in 1911, of motorized equipment, one of the most significant advances in firefighting technology, did little to alter the plan of the firehouse. The three firehouses built immediately after the introduction of motorized vehicles are identical in plan to their predecessors except that the horse stalls were eliminated.

With the rapid growth in the city's commercial core during this period, the downtown firehouse began to differentiate itself from those in the residential neighborhoods. The downtown firehouse, rather than being a landmark for a particular residential neighborhood, was an advertisement for the whole city, and thus became more monumental in scale and treatment. At this time, a third story was integral to some of the new firehouses, intended to accommodate the battalion chief's bedroom and office and/or a large room for use by the community or the firemen's recreation. Engine Company 3 at 439 New Jersey Avenue, N.W. (1916), one of the few firehouses with a third floor, is the only one known to have a pole connecting the third to the second floor.

After motorized apparatus was introduced in 1911, small buildings were provided at the rear of the firehouse, often designed in the same vernacular as the firehouse, where fuel for the apparatus was stored. These outbuildings are now used for storage since vehicles are fueled at gas stations. All the firehouses have basements, although rarely full-size, which contain the heating plant, storage, and sometimes a repair shop.

Fifteen remain from the City Beautiful Movement/Eclectic Period, six of which are listed in the D.C. Inventory of Historic Sites:

- 1) Engine Company 22 at 5760 Georgia Avenue, NW, 1897 (the city's oldest functioning firehouse).
- 2) Engine Company 20 at 4300 Wisconsin Avenue, NW, 1900.
- 3) Engine Company 5 at 3412 Dent Place, NW, 1900. (Located in the National Register-listed Georgetown Historic District.)

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- 4) Old Engine Company 11 at 1338 Park Road, NW, 1900.
- 5) Engine Company 17, 1227 Monroe Street, NE, 1902.
- 6) Engine Company 25 at 3203 Martin Luther King Blvd., SE, 1902.
- 7) Navy Yard Engine Company, 1001 9th Street, SE, 1905. (Located within the National Register-listed Navy Yard Historic District.)
- 8) Engine Company 27 at 4201 Minnesota Avenue, NE, 1908.
- 9) Old Engine Company 26 at 2715 22nd Street, NE, 1908.
- 10) Engine Company 21 and Truck Company 9, 1763 Lanier Place, NW, 1908. (Located within the Mt. Pleasant Historic District.)
- 11) Engine Company 19, 2813 Pennsylvania Avenue, SE, 1910.
- 12) Engine Company 23, 2119 G Street, NW, 1910.
- 13) Engine Company 24, 3702 Georgia Avenue, NW, 1911.
- 14) Engine Company 3 and Truck Company 1, 439 New Jersey Avenue, 1916. (Listed in the D.C. Inventory of Historic Sites.)
- 15) Engine Company 28 at 3522 Connecticut Avenue, NW, 1916. (Located within the National Register-listed Cleveland Park Historic District.)

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Name of Property Subtype:	Inter-War/Colonial Revival Period Firehouses (1925-1945)

# Description:

Scarcity of building materials during and immediately after World War I resulted in a hiatus in firehouse construction between 1917 and the onset of the building boom of the 1920s. In 1925, the year that DCFD retired the last horse, the first post-war firehouse was constructed, introducing a new one-story type known as the "bungalow firehouse." They were constructed in suburban areas of the city where land was still relatively easy to purchase and where it was feasible to build the more land-intensive one-story building.

Stylistically, these firehouses blended with the Colonial Revival houses that proliferated in residential neighborhoods at the time. It was the Commission of Fine Arts, created in 1910, that was responsible for instituting the Colonial Revival vernacular for Washington's municipal buildings. Charles Moore, who became chairman of the commission in 1915, was influential in establishing classical principles in the city's architecture. At first advocating a proper style of architecture for each type of public building, the commission eventually chose Colonial Revivalism as the appropriate one for schools, libraries, and firehouses.<sup>23</sup>

Two variations on the one-story firehouse were built in Washington. In the first scheme, the various functions were clearly articulated on the exterior. The dormitory and living room, each a separate mass, were located either to the side or at the rear of the apparatus room. The hose tower, now a prominent element in the composition, was located at the intersection of the apparatus room and the dormitory or the living room. The second scheme was symmetrical with the apparatus room in the center, the living room to one side and the bunkroom to the other. The hose tower was located at the rear, relegating it to a less prominent position in the whole composition.

The reason for the one-story firehouse has never been verified. Several veterans of the fire department believe they were intended to obviate fire poles and the injuries incurred in their use.<sup>24</sup> Only ten were built. In the 1960s, both one- and two-story firehouses were constructed. By the 1970s, the one-story

<sup>&</sup>lt;sup>22</sup> "Design for Washington's First Bungalow Engine House," <u>The Sunday Star</u>, December 7, 1924.

<sup>&</sup>lt;sup>23</sup> Commission of Fine Arts Minutes, February 15, 1911. Record Group 66, National Archives.

<sup>&</sup>lt;sup>24</sup> Theodore Holmes, Chief of Public Relations. Interview, October 10, 1991.

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firehouse was no longer constructed in Washington.

There were two exceptions to the one-story firehouse during the Colonial Revival period. First, Engine Company 10 (originally Truck Company 13) at 1342 Florida Avenue, N.E., built in 1925, is the one most often spoken of by veteran firemen because of its novelty. It was a hybrid of the traditional two-story and the newer one-story (until being remodeled in the 1980s.) It contained a two-story apparatus room surrounded by a balcony around which individual bedrooms were arranged. A skylight in the roof provided light for the apparatus room and balcony. Except for the hose tower, a prominent element in the center of the facade, the various functions are not articulated on the exterior. It is a simple, compact design on the exterior. The plan must not have been a successful one because only one was built. When it was remodeled, it was converted to the typical two-story plan lending credence to the suspicion that it was unsuccessful because it allowed noxious fumes to rise to the bunkrooms above.

The second exception to the one-story Colonial Revival firehouse is Engine Company 16, 1018 13th Street, NW, a project of the Works Project Administration. Built in 1932 in the heart of downtown where land was far too valuable to allow for a one-story building, Engine Company 16 is a three-story firehouse which originally included administrative offices on the second floor and a medical clinic for both the fire department and the police department on the third floor.

The year 1925 also marks the year when kitchens were introduced into firehouses. In the nineteenth century, the firemen went home for meals. They were given a one-hour break for lunch and one hour for dinner, requiring they be assigned to firehouses close to their homes. Today all firehouses have kitchens. Those that were built without them have subsequently been retrofitted.

By the end of World War I, notions of the firehouse as a neighborhood amenity had changed. As the number of alarms increased, multiplying noise and traffic, firehouses came to be regarded as undesirable neighbors. In the 1920s, citizens' groups were mobilizing to oppose construction of firehouses in their neighborhoods. Several planned firehouses were successfully opposed. The speed with which motorized equipment enabled men to respond to alarms and the larger areas they were able to protect, obviated the need for firehouses to be as close to residences as they had previously been. Increasingly, firehouses were being constructed on the outskirts of residential districts, on major thoroughfares and commercial strips. After World War II, little vacant land remained within the city limits. In the 1960s, the two-story firehouse reappeared. Since the platting and selling of neighborhoods was no longer an objective of city government, new firehouses were built only when obsolescent ones needed replacement.

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With Washington's rather late acceptance of the International Style, a significant shift in firehouse design was affected. Domestic images and historical references, which dominated firehouse design from 1864 until 1939, were replaced with functional aesthetic. The first firehouse to be designed according to the new aesthetic was Engine Company 14, 4801 North Capitol Street, NE. It continued the decades-long tradition of red brick, Colonial Revival architecture, but its design was so abstract as to constitute a wholly-new image. After World War II, three more firehouses were constructed in this abstracted Colonial Revival mode. The plans, however, remained surprisingly similar to those of the nineteenth century, indicating that the plans had always been reasonably efficient. But the image of the post-World War II firehouse was transformed from one of shelter to one of technology.<sup>25</sup>

Seven firehouses remain from the Colonial Revival Period.

- 1) Engine Company 29 at 4811 MacArthur Boulevard, NW, 1925.
- 2) Engine Company 10 at 1342 Florida Avenue, NE, 1925.
- 3) Engine Company 31 at 4930 Connecticut Avenue, NW, 1930.
- 4) Engine Company 16 and Truck Company 3, 1018 13th Street, NW, 1932.
- 5) Engine Company 26 at 1340 Rhode Island Avenue, NE, 1936.
- 6) Fire Alarm Headquarters at 300 McMillan Drive, NW, 1939.
- 7) Engine Company 14 at 4801 North Capitol Street, NE, 1945.

# Name of Property Type:

**Hose Towers** 

# Description:

Hose towers, the ubiquitous symbol of the American firehouse, appeared in the United States around 1840. While it is generally believed that the towers were used for observation and that men were assigned watch duty, this was not necessarily true within the city boundaries in Washington, D.C. By the time hose towers first appear on the exterior of firehouses within the city, a sophisticated fire alarm system had already been installed city-wide. In firehouses built between 1862 and 1902, there is no exterior evidence of hose towers. Instead, the towers are two-story shafts embedded in the building.

<sup>&</sup>lt;sup>25</sup> When, in 1996, a new Engine Company 24 was constructed at Georgia Avenue and Fessenden Street, NW, domestic image for firehouses returned to Washington.

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However, as firehouses were constructed in outlying areas that went beyond the reach of municipal water or the call-box system, towers began to be introduced as prominent features of the façade. For instance, Engine Company 25 in Anacostia and Engine Company 17 in Brookland, both built beyond the call-box system, were designed with exterior towers as major elements of their facades. Several more firehouses were built with obvious hose towers before they were relegated to the side or rear of the building around 1911. When one-story firehouses were instituted in the 1920s, the hose tower necessarily extended beyond the roof of the building and became, again, a major design element.

The purpose of the hose tower was, more significantly, though for hanging hoses to dry. Until the latter half of the twentieth century, hoses were made of cotton that could mildew and rot. Today's hoses are made of dacron and there is no need to dry them. The tower became obsolete, however, before the introduction of dacron hoses when, in 1958, electric hose dryers were installed. Most hose towers are now used for storing hoses. In a few firehouses, intervening floors have been installed in the towers and the space is used for miscellaneous purposes.

The location of and access to the hose tower varies. All are accessed from the first floor; some only by an interior door, others also by an exterior door. In many of the firehouses, the only access to the top of the hose tower is by a two-story ladder. Some firehouses have an additional access at the second floor. These can take two forms. One is simply an opening onto the ladder leading to the top of the hose tower. The other, and more convenient condition, is a full staircase leading to a third-floor landing whose only purpose is to access the top of the hose tower.

There are firemen in the department today who remember that they were not allowed to return to bed after responding to a call, even on freezing nights, until the hoses had been hung to dry.

# Significance/Registration Requirements:

In D.C. the hose towers are integral parts of the firehouse buildings and are significant elements of the firehouse. Because the hose tower is integral to the building, however, the tower is not considered eligible for listing as a separate element. In other words, the entire firehouse would qualify for listing, not simply the hose tower aspect of it.

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# Geographical Data

The boundaries of this Multiple Property Listing include the entire District of Columbia.

# **Summary of Identification and Evaluation Methods**

A study of firehouses in Washington, D.C., undertaken by the D.C. Historic Preservation Office in the early 1990s resulted in a comprehensive context on the history of pre-World War II firehouses and an intensive-level survey of the city's extant firehouse buildings. Following the initial study phase, a National Register Multiple Property document on the city's pre-World War II firehouses was prepared and individual D.C. Historic Landmark nomination forms were developed for certain extant buildings. Over the course of the next few years, the D.C. Historic Preservation Review Board has heard the Multiple Property Document and several individual nominations and approved them for listing in the D.C. Inventory of Historic Sites. This cover document, being forwarded here (2007), is being accompanied by several individual National Register nominations.

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